

the contemplation of buildings, beyond that resulting from mere beauty of form and costliness of material, may be inspired as well by a neat-built cottage as by a gorgeous palace. This it is which so much strikes a foreigner on his first arrival in England. As he passed along the road from Dover to London in those days when old-fashioned travelling allowed wayside observations to be made, there was nothing that caught his attention so much as the neat and comely cottages dotted or grouped along his journey. All books of English travels are full of remarks upon them. 'There is scarce a cottage,' says Willis, 'just landed from America and France, between Dover and London, where a poet might not be happy to live. I saw a hundred little spots I coveted with quite a heart-ache.' Now it is quite certain that such cottages were not the prim red brick things, with flat slate roofs, their eaves clipped like a man's hat with the brim cut off, a door in the centre, a semi-circular window on each side,—town houses in miniature—such as it delights bricklayers and carpenters now-a-days to build.

These neat modern 'tenements,' made to let (tenements, I say, for cottage is too vulgar a name), would never give a poet the heart-ache, except to think that they were ever built at all. And though, no doubt, in those thatched and woodbined huts,—those 'cots beside the hill,'—that poets have professed to covet, and been proud to sing of, there will often be found a merely outside show, with little real comfort within; yet it is by no means necessarily true, as utilitarians of the present day seem to think, that comfort and convenience are in the inverse proportion to the picturesqueness of the dwelling, and that the uglier it is on the outside, the more likely it is to be comfortable within."

Lord Ashley has written an able and important letter to the *Times*, calling on the public to second the endeavours of those who have latterly been engaged in the no less profitable than philanthropic establishment of improved dwellings and baths and washhouses for the people. The present moment, as his Lordship remarks, is a singularly favourable one for such an effort, and henceforward, it is to be hoped, such provisions may form an incipient, if not a realized portion of our normal state, and an inseparable and extensive item of our parochial system. One remarkable, though natural and reasonable result of the provision of cleanly, ventilated, and, in every way, improved dwellings for the working-classes, such as those of the Metropolitan Society, of which his Lordship is so active and important a member, has been, that not a single case of cholera has occurred among those inhabiting these dwellings. The *Times*, in allusion to this fact, draws an instructive contrast between those "two great and signal cases of interference with the state of the dwellings of the poorer classes,—one sweeping, inconsiderate, and tyrannical," viz., that of the Parliament at Church-lane, whereby the state of the miserable inhabitants has been made tenfold worse than ever,—"the other, gentle, prudent, and kind," namely, that of Lord Ashley and his coadjutors, at the Metropolitan Buildings in Saint Pancras parish, and other model dwellings. The population in Church-lane is about the same as that in the Metropolitan Buildings; but the former, always sickly, have been decimated by cholera alone during the season just past. "We are sorry to say," adds the *Times*, "that this metropolis presents many other contrasts equally painful and equally significant. Our improvements are in every direction except that which is the most important of all, and which affects the broad basis of society. We enlarge and rebuild churches, exchanges, streets of mansions, shops, and warehouses; we occupy the spare space of the metropolis with docks and with railways; the one thing most needful we not

only omit, but we even aggravate the difficulties in the way of its attainment. We not only neglect, we absolutely prevent proper habitations for the labouring poor." And yet "selfishness, even more than philanthropy, is concerned in the question. Self-interest impels us to see that, if possible, the people about us shall not live in the borrows of vermin, or the lairs of wild beasts; that we shall not be surrounded with the stills of malaria, and the nests of typhus; and that the spreading rot of the great human flock shall be checked in its beginning."

This requisite amendment, indred, is, in no sense, a subject for mere charitable contribution or display; it is simply a profitable money speculation, based on the establishment of improved health to the public at large, and even to the speculators themselves as well.

We intended to refer to a description of proposed plans of houses for the very poor labouring classes, by Robert Netherway, an intelligent clerk of works; and to a paper on improved buildings for the middle classes, by Mr. W. Young, but our present space is exhausted, and we must seek another opportunity to do so.

#### RESPONSIBILITIES AND RIGHTS OF ARCHITECTS AND BUILDERS.

HOW THEY MANAGE THESE MATTERS IN FRANCE.\*

WE come now to treat, fifthly,—“Of builders who work without architects.”

The responsibilities of the builders in this case clearly result from what has been stated before. He becomes immediately responsible to the proprietor for all the defects of the building, of whatsoever nature they may be. He guarantees the solidity of the work for ten years against any defects of the soil, any deviations from the laws of art, or any infractions of the municipal or other regulations.

Neither in this case, nor any other, can he allege as a justification that the workmen he employed were not sufficiently skilful, or that they acted with ill-will towards him, purposely to spoil the work. By the art. 1797, he is responsible for their acts, but he has a remedy against them. It is, therefore, his place only to employ such as are fit and proper to execute the work.

Sixthly,—“Of the position of the workmen who either work for, or independently of, the builder.”

When the workmen are in the immediate employ of the builder, it is to him only that they are responsible. The proprietor has no right to give the slightest order of any kind or description so ever, even relating to the work in hand, nor has he any recourse against the workmen, as their agreement is simply with the builder. The architect, also, has no right to issue any instruction to the workmen; all his orders must be addressed either to the builder or to his representative. The responsibility of the builder thus remains entire both to the proprietor and the architect.

The workmen are responsible for the full employment of their time, and for any consequences which might result from their neglecting their work through idleness or negligence. They are bound to execute their tasks according to the rules of art. Should they spoil any materials from a neglect of these, they are legally responsible to their employers in a pecuniary manner. They are bound also not to commit any fraud in the execution of their works; such fraud making them, also, pecuniarily responsible to their employers. No distinction is made between workmen employed on piece-work or upon day-work, for both are hiring of services, and they only differ in the mode of the appreciation of the value of the remuneration. Such are the legal responsibilities of workmen; but as they are usually too poor for any pecuniary action to lie against them with effect, in reality the only remedy a master has, unless in cases of extreme malevolence, is to discharge them, and sometimes to retain the wages.

The workmen are not supposed to know the laws of scientific construction, and are therefore in nowise responsible to the builder for the solidity of the work they execute under his orders. Nor are they responsible for any infraction of the laws of neighbourhood, nor of the municipalities. They are supposed only to hire their labour to the builder, who is bound to see that it be employed in conformity with the legal requirements.

Inasmuch as the builder is the only person responsible towards the proprietor, and as the latter has no control over the workmen, they have no claim upon him for the amount of their wages. The proprietor only has to deal with the builder, and has nothing to do with the arrangements the latter may make with his men. He cannot, therefore, refuse to pay the builder, on the pretext that the workmen employed on the work have not been paid their wages. But they have the right to lay an opposition against the payment of any money that may remain due, which sum is to be distributed *pro rata* amongst the men, according to their wages. They can, however, only claim the balance which may be due to the builder at the moment of bringing their action, those being the express terms of the article 1798 of the Code Civil.

When the workmen treat immediately with the proprietor, their responsibilities vary with the conditions under which they treat. If as simply day-labourers, they do not contract any others than those they labour under when in the employ of the builder; namely, to devote the whole of their time, and to employ such skill as can reasonably be demanded of them. But if they undertake piece-work in such a manner as to place themselves in the position of contractors, then they are bound to guarantee the work for ten years. If the work be subdivided so that the masonry, the carpentry, &c., be intrusted to different parties, then, of course, the responsibility of each is merely confined to his own special trade; a defect in any other does not involve him in any manner soever. The obligations are, of course, the same if an architect be employed.

In all these cases it is evident that the intention of the legislators was to insure a faithful discharge of an equitable contract between the several parties. To render it obligatory, it must, therefore, be founded upon a reasonable consideration. If the price fixed be either too high or too low, the contract ceases to be a contract for services, and becomes, what is called, a contract of beneficence, subject to the laws which regulate such transactions. Minors, or parties under legal impossibility of contracting engagements, cannot enter into any of this nature, as a natural consequence of their position.

The work must be specified; but no necessity exists for doing so in all its details. If the price be not settled beforehand, it is presumed that a tacit understanding exists by which the work is to be valued, and paid for, at the usual price, upon completion. The same remark holds good also as to the payment of architects, surveyors, or others. In all cases where it is not specifically fixed by agreement, the usage of the locality decides the amount. No definite form, as was said before, is necessary to legalize such contracts. They may be made verbally as well as in writing. The advantage possessed by the latter is simply that they are more easily proved in court.

If the delay be not fixed in the contract, the proprietor can apply to the tribunal to have one fixed judicially; and in case the builder does not conform to this, he becomes responsible for any loss which may ensue, or any extra price the proprietor may have to pay upon employing another builder to complete the work.

The guarantee of the builder and of the architect also has been named above as extending over ten years from the reception of the work. But even after the ten years have expired, the respective parties are liable to an action in case a fraud be discovered, which action may be commenced at any time within thirty years from its discovery; after thirty years, prescription covers it, and the several parties are discharged from their guarantee; but it is to be observed that the thirty years only begin to run from the date of the proprietor's becoming aware of the existence of the fraud.

\* See page 508, ante.